

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

MARIA RODAS, individually and on
behalf of other persons similarly
situated,

Plaintiff,

v.

FLYING FOOD GROUP LLC, and
DOES 1 through 10,

Defendant.

Case No. 2:19-cv-00436-AB-GJSx

STIPULATED PROTECTIVE
ORDER¹

Honorable Andre Birotte Jr
Presiding Judge

Honorable Gail J. Standish
Magistrate Judge

Action Filed: Nov. 30,
2018

Removed to USDC: Jan. 18, 2019

Trial Date: April 18, 2023

1. A. PURPOSES AND LIMITATIONS

Discovery in this action is likely to involve production of confidential, proprietary or private information for which special protection from public disclosure and from use for any purpose other than prosecuting this litigation may be warranted. Accordingly, the parties hereby stipulate to and petition the Court to

¹ This Stipulated Protective Order is substantially based on the model protective order provided under Magistrate Judge Gail J. Standish's Procedures.

1 enter the following Stipulated Protective Order. The parties acknowledge that this
2 Order does not confer blanket protections on all disclosures or responses to
3 discovery and that the protection it affords from public disclosure and use extends
4 only to the limited information or items that are entitled to confidential treatment
5 under the applicable legal principles.

6 B. GOOD CAUSE STATEMENT

7 This action is likely to involve trade secrets, employee information, financial
8 information, and other valuable research, development, commercial, financial,
9 technical and/or proprietary information for which special protection from public
10 disclosure and from use for any purpose other than prosecution of this action is
11 warranted. Such confidential and proprietary materials and information consist of,
12 among other things, private employment information, confidential business or
13 financial information, information regarding confidential business practices, or other
14 confidential research, development, or commercial information (including
15 information implicating privacy rights of third parties), information otherwise
16 generally unavailable to the public, or which may be privileged or otherwise
17 protected from disclosure under state or federal statutes, court rules, case decisions,
18 or common law. Accordingly, to expedite the flow of information, to facilitate the
19 prompt resolution of disputes over confidentiality of discovery materials, to
20 adequately protect information the parties are entitled to keep confidential, to ensure
21 that the parties are permitted reasonable necessary uses of such material in
22 preparation for and in the conduct of trial, to address their handling at the end of the
23 litigation, and serve the ends of justice, a protective order for such information is
24 justified in this matter. It is the intent of the parties that information will not be
25 designated as confidential for tactical reasons and that nothing be so designated
26 without a good faith belief that it has been maintained in a confidential, non-public
27 manner, and there is good cause why it should not be part of the public record of this
28 case.

1 C. ACKNOWLEDGMENT OF PROCEDURE FOR FILING UNDER SEAL

2 The parties further acknowledge, as set forth in Section 12.3, below, that this
3 Stipulated Protective Order does not entitle them to file confidential information
4 under seal; Local Civil Rule 79-5 sets forth the procedures that must be followed
5 and the standards that will be applied when a party seeks permission from the court
6 to file material under seal.

7 There is a strong presumption that the public has a right of access to judicial
8 proceedings and records in civil cases. In connection with non-dispositive motions,
9 good cause must be shown to support a filing under seal. *See Kamakana v. City and*
10 *County of Honolulu*, 447 F.3d 1172, 1176 (9th Cir. 2006), *Phillips v. Gen. Motors*
11 *Corp.*, 307 F.3d 1206, 1210-11 (9th Cir. 2002), *Makar-Welbon v. Sony Electronics,*
12 *Inc.*, 187 F.R.D. 576, 577 (E.D. Wis. 1999) (even stipulated protective orders
13 require good cause showing), and a specific showing of good cause or compelling
14 reasons with proper evidentiary support and legal justification, must be made with
15 respect to Protected Material that a party seeks to file under seal. The parties' mere
16 designation of Disclosure or Discovery Material as "CONFIDENTIAL" or
17 "HIGHLY CONFIDENTIAL – Attorneys' Eyes Only" does not—without the
18 submission of competent evidence by declaration, establishing that the material
19 sought to be filed under seal qualifies as confidential, privileged, or otherwise
20 protectable—constitute good cause.

21 Further, if a party requests sealing related to a dispositive motion or trial, then
22 compelling reasons, not only good cause, for the sealing must be shown, and the
23 relief sought shall be narrowly tailored to serve the specific interest to be protected.
24 *See Pintos v. Pacific Creditors Ass'n*, 605 F.3d 665, 677-79 (9th Cir. 2010). For
25 each item or type of information, document, or thing sought to be filed or introduced
26 under seal in connection with a dispositive motion or trial, the party seeking
27 protection must articulate compelling reasons, supported by specific facts and legal
28

1 justification, for the requested sealing order. Again, competent evidence supporting
2 the application to file documents under seal must be provided by declaration.

3 Any document that is not confidential, privileged, or otherwise protectable in
4 its entirety will not be filed under seal if the confidential portions can be redacted.
5 If documents can be redacted, then a redacted version for public viewing, omitting
6 only the confidential, privileged, or otherwise protectable portions of the document,
7 shall be filed. Any application that seeks to file documents under seal in their
8 entirety should include an explanation of why redaction is not feasible.

9 2. DEFINITIONS

10 2.1 Action: This pending federal lawsuit.

11 2.2 Challenging Party: A Party or Non-Party that challenges the
12 designation of information or items under this Order.

13 2.3 “CONFIDENTIAL” Information or Items: Information (regardless of
14 how it is generated, stored or maintained) or tangible things that qualify for
15 protection under Federal Rule of Civil Procedure 26(c), and as specified above in
16 the Good Cause Statement.

17 2.4 “HIGHLY CONFIDENTIAL” – Attorneys’ Eyes Only” Information or
18 Items: Extremely sensitive “Confidential Information or Items” whose disclosure to
19 another Party or nonparty would create a substantial risk of serious injury that could
20 not be avoided by less restrictive means.

21 2.5 Counsel: Outside Counsel of Record and House Counsel (as well as
22 their support staff).

23 2.6 Designating Party: A Party or Non-Party that designates information or
24 items that it produces in disclosures or in responses to discovery as
25 “CONFIDENTIAL,” or “HIGHLY CONFIDENTIAL – Attorneys’ Eyes Only.”

26 2.7 Disclosure or Discovery Material: All items or information, regardless
27 of the medium or manner in which it is generated, stored, or maintained (including,
28 among other things, testimony, transcripts, and tangible things), that are produced or

1 generated in disclosures or responses to discovery in this matter.

2 2.8 Expert: A person with specialized knowledge or experience in a matter
3 pertinent to the litigation who has been retained by a Party or its counsel to serve as
4 an expert witness or as a consultant in this Action. This definition includes a
5 professional jury or trial consultant retained in connection with this litigation.

6 2.9 House Counsel: Attorneys who are employees of a party to this Action.
7 House Counsel does not include Outside Counsel of Record or any other outside
8 counsel.

9 2.10 Non-Party: Any natural person, partnership, corporation, association or
10 other legal entity not named as a Party to this action.

11 2.11 Outside Counsel of Record: Attorneys who are not employees of a
12 party to this Action but are retained to represent or advise a party to this Action and
13 have appeared in this Action on behalf of that party or are affiliated with a law firm
14 that has appeared on behalf of that party, and includes support staff.

15 2.12 Party: Any party to this Action, including all of its officers, directors,
16 employees, consultants, retained experts, and Outside Counsel of Record (and their
17 support staffs).

18 2.13 Producing Party: A Party or Non-Party that produces Disclosure or
19 Discovery Material in this Action.

20 2.14 Professional Vendors: Persons or entities that provide litigation
21 support services (e.g., photocopying, videotaping, translating, preparing exhibits or
22 demonstrations, and organizing, storing, or retrieving data in any form or medium)
23 and their employees and subcontractors.

24 2.15 Protected Material: Any Disclosure or Discovery Material that is
25 designated as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – Attorneys’
26 Eyes Only.”

27 2.16 Receiving Party: A Party that receives Disclosure or Discovery
28 Material from a Producing Party.

1 3. SCOPE

2 The protections conferred by this Stipulation and Order cover not only
3 Protected Material (as defined above), but also (1) any information copied or
4 extracted from Protected Material; (2) all copies, excerpts, summaries, or
5 compilations of Protected Material; and (3) any testimony, conversations, or
6 presentations by Parties or their Counsel that might reveal Protected Material.

7 Any use of Protected Material at trial shall be governed by the orders of the
8 trial judge. This Order does not govern the use of Protected Material at trial.

9 4. DURATION

10 FINAL DISPOSITION of the action is defined as the conclusion of any
11 appellate proceedings, or, if no appeal is taken, when the time for filing of an appeal
12 has run. Except as set forth below, the terms of this protective order apply through
13 FINAL DISPOSITION of the action. The parties may stipulate that they will be
14 contractually bound by the terms of this agreement beyond FINAL DISPOSITION,
15 but will have to file a separate action for enforcement of the agreement once all
16 proceedings in this case are complete.

17 Once a case proceeds to trial, information that was designated as
18 CONFIDENTIAL or maintained pursuant to this protective order used or introduced
19 as an exhibit at trial becomes public and will be presumptively available to all
20 members of the public, including the press, unless compelling reasons supported by
21 specific factual findings to proceed otherwise are made to the trial judge in advance
22 of the trial. *See Kamakana*, 447 F.3d at 1180-81 (distinguishing “good cause”
23 showing for sealing documents produced in discovery from “compelling reasons”
24 standard when merits-related documents are part of court record). Accordingly, for
25 such materials, the terms of this protective order do not extend beyond the
26 commencement of the trial.

27 5. DESIGNATING PROTECTED MATERIAL

28 5.1 Exercise of Restraint and Care in Designating Material for Protection.

1 Each Party or Non-Party that designates information or items for protection under
2 this Order must take care to limit any such designation to specific material that
3 qualifies under the appropriate standards. The Designating Party must designate for
4 protection only those parts of material, documents, items or oral or written
5 communications that qualify so that other portions of the material, documents, items
6 or communications for which protection is not warranted are not swept unjustifiably
7 within the ambit of this Order.

8 Mass, indiscriminate or routinized designations are prohibited. Designations
9 that are shown to be clearly unjustified or that have been made for an improper
10 purpose (e.g., to unnecessarily encumber the case development process or to impose
11 unnecessary expenses and burdens on other parties) may expose the Designating
12 Party to sanctions.

13 If it comes to a Designating Party's attention that information or items that it
14 designated for protection do not qualify for protection, that Designating Party must
15 promptly notify all other Parties that it is withdrawing the inapplicable designation.

16 5.2 Manner and Timing of Designations. Except as otherwise provided in
17 this Order (*see, e.g.*, second paragraph of section 5.2(a) below), or as otherwise
18 stipulated or ordered, Disclosure or Discovery Material that qualifies for protection
19 under this Order must be clearly so designated before the material is disclosed or
20 produced.

21 Designation in conformity with this Order requires:

22 (a) for information in documentary form (e.g., paper or electronic
23 documents, but excluding transcripts of depositions or other pretrial or trial
24 proceedings), that the Producing Party affix at a minimum, the legend
25 "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL – Attorneys' Eyes Only", to
26 each page that contains protected material. If only a portion of the material on a
27 page qualifies for protection, the Producing Party also must clearly identify the
28 protected portion(s) (e.g., by making appropriate markings in the margins).

1 A Party or Non-Party that makes original documents available for inspection
2 need not designate them for protection until after the inspecting Party has indicated
3 which documents it would like copied and produced. During the inspection and
4 before the designation, all of the material made available for inspection shall be
5 deemed “HIGHLY CONFIDENTIAL – Attorneys’ Eyes Only.” After the
6 inspecting Party has identified the documents it wants copied and produced, the
7 Producing Party must determine which documents, or portions thereof, qualify for
8 protection under this Order. Then, before producing the specified documents, the
9 Producing Party must affix the appropriate legend (“CONFIDENTIAL” or
10 “HIGHLY CONFIDENTIAL – Attorneys’ Eyes Only”) to each page that contains
11 Protected Material. If only a portion of the material on a page qualifies for
12 protection, the Producing Party also must clearly identify the protected portion(s)
13 (e.g., by making appropriate markings in the margins).

14 (a) (b) for testimony given in depositions that the Designating
15 Party identifies the Disclosure or Discovery Material on the record, before the close
16 of the deposition all protected testimony and further specify any portions of the
17 testimony that qualify as “HIGHLY CONFIDENTIAL – Attorneys’ Eyes Only.”
18 When it is impractical to identify separately each portion of testimony that is entitled
19 to protection, and when it appears that substantial portions of the testimony may
20 qualify for protection, the Party or non-party that sponsors, offers, or gives the
21 testimony may invoke on the record (before the deposition is concluded) a right to
22 have up to 20 days to identify the specific portions of the testimony as to which
23 protection is sought and to specify the level of protection being asserted
24 (“CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – Attorneys’ Eyes Only”).
25 Only those portions of the testimony that are appropriately designated for protection
26 within the 20 days shall be covered by the provisions of this Stipulated protective
27 Order.

28 Transcript pages containing Protected Material must be separately bound

1 by the court reporter, who must affix to the top of each such page the legend
 2 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – Attorneys’ Eyes Only,” as
 3 instructed by the Party or non-party offering or sponsoring the witness or presenting
 4 the testimony.

5 (c) for information produced in some form other than documentary and
 6 for any other tangible items, that the Producing Party affix in a prominent place on
 7 the exterior of the container or containers in which the information is stored the
 8 legend “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – Attorneys’ Eyes
 9 Only.” If only a portion or portions of the information warrants protection, the
 10 Producing Party, to the extent practicable, shall identify the protected portion(s).

11 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent
 12 failure to designate qualified information or items does not, standing alone, waive
 13 the Designating Party’s right to secure protection under this Order for such material.
 14 Upon timely correction of a designation, the Receiving Party must make reasonable
 15 efforts to assure that the material is treated in accordance with the provisions of this
 16 Order.

17 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

18 6.1 Timing of Challenges. Any Party or Non-Party may challenge a
 19 designation of confidentiality at any time that is consistent with the Court’s
 20 Scheduling Order.

21 6.2 Meet and Confer. The Challenging Party shall initiate the dispute
 22 resolution process under Local Rule 37.1 et seq.

23 6.3 The burden of persuasion in any such challenge proceeding shall be on
 24 the Designating Party. Frivolous challenges, and those made for an improper
 25 purpose (e.g., to harass or impose unnecessary expenses and burdens on other
 26 parties) may expose the Challenging Party to sanctions. Unless the Designating
 27 Party has waived or withdrawn the confidentiality designation, all parties shall
 28 continue to afford the material in question the level of protection to which it is

entitled under the Producing Party's designation until the Court rules on the challenge.

7. ACCESS TO AND USE OF PROTECTED MATERIAL

7.1 Basic Principles. A Receiving Party may use Protected Material that is disclosed or produced by another Party or by a Non-Party in connection with this Action only for prosecuting, defending or attempting to settle this Action. Such Protected Material may be disclosed only to the categories of persons and under the conditions described in this Order. When the Action has been terminated, a Receiving Party must comply with the provisions of section 13 below (FINAL DISPOSITION).

Protected Material must be stored and maintained by a Receiving Party at a location and in a secure manner that ensures that access is limited to the persons authorized under this Order.

7.2 Disclosure of "CONFIDENTIAL" Information or Items. Unless otherwise ordered by the court or permitted in writing by the Designating Party, a Receiving Party may disclose any information or item designated "CONFIDENTIAL" only to:

(a) the Receiving Party's Outside Counsel of Record in this Action, as well as employees of said Outside Counsel of Record to whom it is reasonably necessary to disclose the information for this Action;

(b) the officers, directors, and employees (including House Counsel) of the Receiving Party to whom disclosure is reasonably necessary for this Action;

(c) Experts (as defined in this Order) of the Receiving Party to whom disclosure is reasonably necessary for this Action and who have signed the "Acknowledgment and Agreement to Be Bound" (Exhibit A);

(d) the court and its personnel;

(e) court reporters and their staff;

(f) professional jury or trial consultants, mock jurors, and Professional

Vendors to whom disclosure is reasonably necessary for this Action and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

(g) the author or recipient of a document containing the information or a custodian or other person who otherwise possessed or knew the information;

(h) during their depositions, witnesses, and attorneys for witnesses, in the Action to whom disclosure is reasonably necessary provided: (1) the deposing party requests that the witness sign the form attached as Exhibit 1 hereto; and (2) they will not be permitted to keep any confidential information unless they sign the “Acknowledgment and Agreement to Be Bound” (Exhibit A), unless otherwise agreed by the Designating Party or ordered by the court. Pages of transcribed deposition testimony or exhibits to depositions that reveal Protected Material may be separately bound by the court reporter and may not be disclosed to anyone except as permitted under this Stipulated Protective Order; and

(i) any mediator or settlement officer, and their supporting personnel, mutually agreed upon by any of the parties engaged in settlement discussions.

7.3 Disclosure of “HIGHLY CONFIDENTIAL – Attorneys’ Eyes Only” Information or Items. Unless otherwise ordered by the Court or permitted in writing by the Designating Party, a Receiving Party may disclose any information or item designated “HIGHLY CONFIDENTIAL – Attorneys’ Eyes Only” only to:

(a) The Receiving Party’s Outside Counsel of Record in this Action, as well as attorneys, staff and employees of said Outside Counsel of Record’s firm to whom it is reasonably necessary to disclose the information for this Action and who have signed the “Agreement to Be Bound By Protective Order” that is attached hereto as Exhibit A;

(b) Experts (as defined in this Order) of the Receiving Party to whom disclosure is reasonably necessary for this Action and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

(c) The Court and its personnel;

(d) Court reporters and their staff, and professional vendors to whom disclosure is reasonable necessary for this litigation and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

(e) The author or recipient of a document containing the information or a custodian or other person who otherwise possessed or knew the information;

(f) An officer, director or employee of the Designating Party.

(g) Any mediator or settlement officer, and their supporting personnel, mutually agreed upon by any of the parties engaged in settlement discussions.

8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED
IN OTHER LITIGATION

If a Party is served with a subpoena or a court order issued in other litigation that compels disclosure of any information or items designated in this Action as “CONFIDENTIAL,” or “HIGHLY CONFIDENTIAL – Attorneys’ Eyes Only,” that Party must:

(a) promptly notify in writing the Designating Party. Such notification shall include a copy of the subpoena or court order;

(b) promptly notify in writing the party who caused the subpoena or order to issue in the other litigation that some or all of the material covered by the subpoena or order is subject to this Protective Order. Such notification shall include a copy of this Stipulated Protective Order; and

(c) cooperate with respect to all reasonable procedures sought to be pursued by the Designating Party whose Protected Material may be affected.

If the Designating Party timely seeks a protective order, the Party served with the subpoena or court order shall not produce any information designated in this action as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – Attorneys’ Eyes Only” before a determination by the court from which the subpoena or order issued, unless the Party has obtained the Designating Party’s permission. The Designating Party shall bear the burden and expense of seeking protection in that court of its

1 confidential material and nothing in these provisions should be construed as
2 authorizing or encouraging a Receiving Party in this Action to disobey a lawful
3 directive from another court.

4 9. A NON-PARTY'S PROTECTED MATERIAL SOUGHT TO BE
5 PRODUCED IN THIS LITIGATION

6 (a) The terms of this Order are applicable to information produced by a
7 Non-Party in this Action and designated as "CONFIDENTIAL." Such information
8 produced by Non-Parties in connection with this litigation is protected by the
9 remedies and relief provided by this Order. Nothing in these provisions should be
10 construed as prohibiting a Non-Party from seeking additional protections.

11 (b) In the event that a Party is required, by a valid discovery request, to
12 produce a Non-Party's confidential information in its possession, and the Party is
13 subject to an agreement with the Non-Party not to produce the Non-Party's
14 confidential information, then the Party shall:

15 (1) promptly notify in writing the Requesting Party and the Non-Party
16 that some or all of the information requested is subject to a confidentiality
17 agreement with a Non-Party;

18 (2) promptly provide the Non-Party with a copy of the Stipulated
19 Protective Order in this Action, the relevant discovery request(s), and a reasonably
20 specific description of the information requested; and

21 (3) make the information requested available for inspection by the
22 Non-Party, if requested.

23 (c) If the Non-Party fails to seek a protective order from this court within
24 14 days of receiving the notice and accompanying information, the Receiving Party
25 may produce the Non-Party's confidential information responsive to the discovery
26 request. If the Non-Party timely seeks a protective order, the Receiving Party shall
27 not produce any information in its possession or control that is subject to the
28 confidentiality agreement with the Non-Party before a determination by the court.

Absent a court order to the contrary, the Non-Party shall bear the burden and expense of seeking protection in this court of its Protected Material.

10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed Protected Material to any person or in any circumstance not authorized under this Stipulated Protective Order, the Receiving Party must immediately (a) notify in writing the Designating Party of the unauthorized disclosures, (b) use its best efforts to retrieve all unauthorized copies of the Protected Material, (c) inform the person or persons to whom unauthorized disclosures were made of all the terms of this Order, and (d) request such person or persons to execute the “Acknowledgment and Agreement to Be Bound” that is attached hereto as Exhibit A.

11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE PROTECTED MATERIAL

When a Producing Party gives notice to Receiving Parties that certain inadvertently produced material is subject to a claim of privilege or other protection, the obligations of the Receiving Parties are those set forth in Federal Rule of Civil Procedure 26(b)(5)(B). This provision is not intended to modify whatever procedure may be established in an e-discovery order that provides for production without prior privilege review. Pursuant to Federal Rule of Evidence 502(d) and (e), insofar as the parties reach an agreement on the effect of disclosure of a communication or information covered by the attorney-client privilege or work product protection, the parties may incorporate their agreement in the stipulated protective order submitted to the court.

12. MISCELLANEOUS

12.1 Right to Further Relief. Nothing in this Order abridges the right of any person to seek its modification by the Court in the future.

12.2 Right to Assert Other Objections. By stipulating to the entry of this Protective Order, no Party waives any right it otherwise would have to object to

1 disclosing or producing any information or item on any ground not addressed in this
2 Stipulated Protective Order. Similarly, no Party waives any right to object on any
3 ground to use in evidence of any of the material covered by this Protective Order.

4 12.3 Filing Protected Material. A Party that seeks to file under seal any
5 Protected Material must comply with Local Civil Rule 79-5. Protected Material
6 may only be filed under seal pursuant to a court order authorizing the sealing of the
7 specific Protected Material at issue. If a Party's request to file Protected Material
8 under seal is denied by the court, then the Receiving Party may file the information
9 in the public record unless otherwise instructed by the court.

10 13. FINAL DISPOSITION

11 After the final disposition of this Action, as defined in paragraph 4, within 60
12 days of a written request by the Designating Party, each Receiving Party must return
13 all Protected Material to the Producing Party or destroy such material. As used in
14 this subdivision, "all Protected Material" includes all copies, abstracts, compilations,
15 summaries, and any other format reproducing or capturing any of the Protected
16 Material. Whether the Protected Material is returned or destroyed, the Receiving
17 Party must submit a written certification to the Producing Party (and, if not the same
18 person or entity, to the Designating Party) by the 60 day deadline that (1) identifies
19 (by category, where appropriate) all the Protected Material that was returned or
20 destroyed and (2) affirms that the Receiving Party has not retained any copies,
21 abstracts, compilations, summaries or any other format reproducing or capturing any
22 of the Protected Material. Notwithstanding this provision, Counsel are entitled to
23 retain an archival copy of all pleadings, motion papers, trial, deposition, and hearing
24 transcripts, legal memoranda, correspondence, deposition and trial exhibits, expert
25 reports, attorney work product, and consultant and expert work product, even if such
26 materials contain Protected Material. Any such archival copies that contain or
27 constitute Protected Material remain subject to this Protective Order as set forth in
28 Section 4 (DURATION).

1
2 14. VIOLATION

3 Any violation of this Order may be punished by appropriate measures including,
4 without limitation, contempt proceedings and/or monetary sanctions.

5 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

6
7 DATED: January 28, 2022

8
9 /s/ Gregory N. Karasik
10 Attorneys for Plaintiff

11
12 DATED: January 28, 2022

13
14 /s/ John A. Conkle
15 Attorneys for Defendant

16 *Pursuant to Civil L.R. 5-4.3.4(a)(2)(i), the filer attests that all other signatories
17 listed, and on whose behalf this filing is submitted, concur in the filing's content and
18 have authorized the filing.

19 FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.

20
21 DATED: February 1, 2022

22
23 
24 HON. GAIL J. STANDISH
25 United States Magistrate Judge
26
27
28

EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, _____ [print or type full name], of
_____ [print or type full address], declare under penalty of perjury
that I have read in its entirety and understand the Stipulated Protective Order that
was issued by the United States District Court for the Central District of California
on [date] in the case of _____ **[insert formal name of the case and the
number and initials assigned to it by the court]**. I agree to comply with and to be
bound by all the terms of this Stipulated Protective Order and I understand and
acknowledge that failure to so comply could expose me to sanctions and punishment
in the nature of contempt. I solemnly promise that I will not disclose in any manner
any information or item that is subject to this Stipulated Protective Order to any
person or entity except in strict compliance with the provisions of this Order.
I further agree to submit to the jurisdiction of the United States District Court for the
Central District of California for enforcing the terms of this Stipulated Protective
Order, even if such enforcement proceedings occur after termination of this action.
I hereby appoint _____ [print or type full name] of
_____ [print or type full address and
telephone number] as my California agent for service of process in connection with
this action or any proceedings related to enforcement of this Stipulated Protective
Order.

Date: _____

City and State where sworn and signed: _____

Printed name: _____

Signature: _____